

ValueClick

EXHIBIT C

VALUECLICK, INC.

TERMINATION CERTIFICATION

1. Confidential Information. I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, notebooks, customer or contact lists, proposals, lists, emails, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to ValueClick Incorporated, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

During my employment, I have complied with all the terms of the Company's Employment, Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I am in compliance with the Employment, Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I have returned all confidential and proprietary information and Company property in my possession.

2. Non-Solicitation. I acknowledge and agree that for a period of twelve (12) months after my termination, I will not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity. In addition, for the same period, I am aware that the Company has proprietary relationships with publishers that make up its Network and I agree not to solicit, induce, recruit, or encourage, directly or indirectly, any publisher that Employee knows, or has reason to know is a publisher on the Network for purpose of offering to such publisher products or services that compete with those of the Company, including, without limitation, the placement or hosting of advertising in any form without the express, written consent of the Company.

3. No Cooperation. I agree that I will not counsel or assist any attorneys or their clients in the presentation or prosecutions of any dispute difference, grievances, claims, charges or complaints by any third party against the Company and/or any officer, director, employee, agent representative, shareholder or attorney of the Company unless under a subpoena or other court order to do so.

4. Mutual Non-Disparagement. The Company and I agree not to disparage each other. I will not contact any of the Company's publishers or outside vendors with whom I worked or became aware of during my employment to discuss the reasons for my resignation. If I am contacted by any outside vendor or publisher of the Company, I shall only state that I have resigned from the Company.

Employee Signature

Type/Print Employee's Name

Date:

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Exhibit D